



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 9, 2010

IN REPLY PLEASE  
REFER TO FILE: WM-4

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

### ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#48 JUNE 9, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**TOTAL MAXIMUM DAILY LOAD COORDINATED MONITORING PLANS  
FOR MARINA DEL REY MOTHERS' BEACH AND BACK BASINS BACTERIA;  
BALLONA CREEK METALS AND ESTUARY TOXIC POLLUTANTS;  
AND BALLONA CREEK, BALLONA ESTUARY, AND SEPULVEDA CHANNEL  
BACTERIA MEMORANDA OF AGREEMENT BETWEEN THE COUNTY OF  
LOS ANGELES AND THE CITY OF LOS ANGELES  
(SUPERVISORIAL DISTRICTS 2, 3, AND 4)  
(3 VOTES)**

### SUBJECT

This action is to enter into cooperative Memoranda of Agreement between the County of Los Angeles and the City of Los Angeles to provide for the County of Los Angeles' share of the implementation costs for coordinated monitoring plans required by the following Total Maximum Daily Loads: Marina del Rey Mothers' Beach and Back Basins Bacteria; the Ballona Creek Metals and Estuary Toxic Pollutants; and the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria. The estimated net County cost of the Memoranda of Agreement is \$421,520.

### IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed coordinated monitoring plan projects implementing the Total Maximum Daily Loads for the Marina del Rey Mothers' Beach and Back Basins Bacteria; the Ballona Creek Metals and Estuary Toxic Pollutants; and the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the projects.

2. Approve the following coordinated monitoring plan projects and, based on available funding appropriation, authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, to execute Memoranda of Agreement to become effective on the date of final execution by the City of Los Angeles and the County until June 30, 2012, for a cost not-to-exceed the following amounts: (a) \$306,071 for the Marina del Rey Mothers' Beach and Back Basins Bacteria Total Maximum Daily Load; (b) \$102,186 for the Ballona Creek Metals and Estuary Toxic Pollutants Total Maximum Daily Loads; and (c) \$13,263 for the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria Total Maximum Daily Load.
3. Authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, to execute any necessary amendments to these Memoranda of Agreement with the City of Los Angeles to share in the costs of implementing the coordinated monitoring plans provided that any amendments, which relate to costs, are budgeted and do not increase the County's annual cost by 10 percent under the respective agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to find that the coordinated monitoring plan (CMP) projects implementing Total Maximum Daily Loads (TMDLs) for Marina del Rey Mothers' Beach and Back Basins Bacteria (MdrRH Bacteria TMDL); the Ballona Creek Metals and Estuary Toxic Pollutants (Ballona Creek Metals and Toxic TMDLs); and the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria (Ballona Creek Bacteria TMDL) are exempt from the California Environmental Quality Act (CEQA) and authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles (County), to enter into three Memoranda of Agreement (MOAs – see Enclosure A) with the City of Los Angeles (City).

The California Regional Water Quality Control Board, Los Angeles Region (LARWQCB), previously adopted the following TMDLs: MdrRH Bacteria TMDL, Ballona Creek Metals and Toxic TMDLs, and Ballona Creek Bacteria TMDL. Each of the TMDLs identifies various agencies that are responsible for meeting TMDL requirements, including implementation of, or continued participation in, monitoring programs. The County and the City are identified among the agencies (see Enclosure B).

Under the MOAs, the City, the County, and the other TMDL-responsible agencies, as listed in Enclosure B, will implement the CMP. With respect to the Ballona Creek Metals and Toxic TMDLs, the responsible parties agreed to conduct a special study recommended in the TMDL, which will also be covered under the applicable MOA.

The City will enter into separate cost-sharing MOAs with all of the other TMDL-responsible agencies listed in Enclosure B, for those agencies to pay their share of the costs of these CMPs. Each TMDL-responsible agency's share, including the County's and the City's share of these monitoring programs, is based on the jurisdictional land area within the contributing watershed identified in the respective TMDL. For all three of the TMDLs, the City has agreed to act on behalf of all TMDL-responsible agencies and will be paid a fee of up to 5 percent of the cost of the work performed under each MOA for project management and contract administration.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). These MOAs support the development of cooperative partnerships with local agencies to effectively leverage our resources using a collaborative effort. Also, implementation of these CMPs fulfills the requirements under the MdrH Bacteria TMDL, Ballona Creek Metals and Toxic TMDL, and Ballona Creek Bacteria TMDLs in order to assess the quality of stormwater and urban runoff and will ultimately improve the quality of life for communities.

### **FISCAL IMPACT/FINANCING**

The net County cost for the term of the MdrH Bacteria TMDL, Ballona Creek Metals and Toxic TMDLs, and Ballona Creek Bacteria TMDL MOAs is \$421,520 and is included in the County of Los Angeles Department of Public Works' (Public Works) Fiscal Year 2009-10 General Fund Budget. Table 1 identifies the net County cost for each project, including the County's share of program costs and contract management fees for the City of up to 5 percent of the County's share. Due to the LARWQCB's monitoring timeline, first year costs include the City's early monitoring during the period of March 2007 through June 2009 for the Marina del Rey Bacteria TMDL; February through June 2009 for the Ballona Creek Metals and Toxic TMDLs; and beginning by June 2010 for the Ballona Creek Bacteria TMDL.

**TABLE 1 – Net County Cost for MdrH Bacteria TMDL, Ballona Creek Metals and Toxic TMDLs, and Ballona Creek Bacteria TMDL**

<b>Coordinated Monitoring Plan</b>	<b>Fiscal Year 2009-10</b>	<b>Fiscal Year 2010-11</b>	<b>Fiscal Year 2011-12</b>	<b>Total</b>
MdrH Bacteria TMDL	\$ 182,915	\$ 61,578	\$ 61,578	\$306,071
Ballona Creek Metals and Toxic TMDLs (includes Toxicity Identification Evaluations)	\$ 43,689	\$ 40,390	\$ 18,107	\$102,186
Ballona Creek Bacteria TMDL	\$ 4,495	\$ 4,384	\$ 4,384	\$ 13,263
Total	\$ 231,099	\$ 106,352	\$ 84,069	\$421,520

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The LARWQCB previously adopted the MdrH Bacteria TMDL, the Ballona Creek Metals and Toxic TMDLs, and the Ballona Creek Bacteria TMDL. As shown in Enclosure B, these TMDLs identified the County and the City, along with various other agencies, as responsible for meeting the TMDL requirements. Each of these TMDLs further identified the lead agency responsible for coordinating the activities of the TMDL agencies or TMDL jurisdictional group with the LARWQCB.

Pursuant to each of these TMDLs, the responsible agencies jointly submitted a CMP to the LARWQCB. The LARWQCB subsequently approved these CMPs and further directed the responsible agencies to implement the CMPs.

The Marina del Rey Bacteria TMDL has been incorporated into the National Pollutant Discharge Elimination System (NPDES) Permit for municipal stormwater and urban runoff discharge within the County of Los Angeles. As a result, the TMDL-responsible agencies are mandated to demonstrate compliance with the TMDL through continued participation in these monitoring programs and subject to enforcement if the water-quality standards established by these TMDLs are not met.

The Ballona Creek Bacteria TMDL and the Ballona Creek Metals and Toxic TMDLs have not been incorporated into the NPDES Permit. The California Water Code provision related to technical or monitoring reports enables the County, the City, and the

other responsible agencies the ability to respond to requests from the LARWQCB with information that could result in more cost-efficient programs in the long run. It may also avoid the potential that the LARWQCB will seek to enforce these TMDLs through orders and violations, which could result in civil penalties.

The Ballona Creek Metals and Toxic TMDLs MOA also includes the implementation of a special study, the Toxicity Identification Evaluations (TIE), in the Ballona Creek Estuary. The responsible agencies for these TMDLs determined that, due to the limited data that was used by the LARWQCB, there is a great deal of uncertainty regarding the contaminants that were identified and the concentration limits established for Ballona Creek Estuary. The TMDLs provided that special studies may be appropriate to provide further information about new data or revised scientific assumptions. As a result, the responsible agencies agreed to conduct the TIE special study at the Ballona Creek Estuary in an effort to refine these limitations of these TMDLs.

In order to implement the CMPs approved by the LARWQCB and to conduct the special study, the responsible agencies for each TMDL are combining their resources through cooperative cost-sharing MOAs. Additionally, due to the LARWQCB's monitoring timeline, the City has commenced some of the monitoring activities that are the subject of the MOAs to ensure compliance with the TMDLs. Under each MOA, the City, on behalf of itself, the County, and the other responsible agencies identified for the specific TMDLs, will perform the monitoring provided for in the CMPs and, with respect to the Ballona Creek Metals and Toxic TMDLs MOA, the TIE special study. The City will enter into separate cost-sharing MOAs with all of the TMDL-responsible agencies in order to fully fund these projects. Each TMDL-responsible agency's share of these monitoring programs, including the County's and the City's shares, is based on the jurisdictional land area within the contributing watershed identified in the respective TMDL.

The County and the City staff and their respective counsels have approved these MOAs in concept. Upon your Board's delegation of authority, these MOAs, in a form substantially similar to Enclosure A, will be subsequently approved as to form by County Counsel prior to execution by the Chief Executive Officer or his designee. The County-executed MOAs will be returned to the City for final execution and processing through the City's and the County's Fiscal Year 2009-10 Budget.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed activities are statutorily exempt from CEQA. The three proposed MOAs, which include funding for the implementation of the CMPs and the preparation of a TIE special study related to the Ballona Creek Metals and Toxic TMDLs, involve feasibility and planning studies for possible future actions, which have not been approved,

The Honorable Board of Supervisors  
June 9, 2010  
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adopted, or funded and, therefore, are exempt under Section 15262 of the State CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these actions will benefit the County by sharing in the cost of implementing the monitoring programs and the cost of developing required special studies. There will be no negative impact on current services.

**CONCLUSION**

Please return two adopted copies of this letter each to the Chief Executive Office, Community and Municipal Services Cluster, and the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER  
Director of Public Works



WILLIAM T FUJIOKA  
Chief Executive Officer

GF:GH:sw  
WTF:BC:DSP:BK

Enclosure (2)

c: Chief Executive Office  
County Counsel  
Executive Office  
Auditor-Controller  
City of Los Angeles

## **ENCLOSURE A**

### **MEMORANDA OF AGREEMENT BETWEEN CITY OF LOS ANGELES AND COUNTY OF LOS ANGELES FOR**

- 1. MARINA DEL REY MOTHERS' BEACH AND BACK BASINS BACTERIA TOTAL MAXIMUM DAILY LOAD**
- 2. BALLONA CREEK METALS AND BALLONA CREEK ESTUARY TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS**
- 3. BALLONA CREEK, BALLONA, ESTUARY, AND SEPULVEDA CHANNEL TOTAL MAXIMUM DAILY LOAD**

MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF LOS ANGELES  
AND  
COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING OF IMPLEMENTING THE  
COORDINATED MONITORING PLAN FOR THE MARINA DEL REY MOTHERS' BEACH  
AND BACK BASINS BACTERIA TOTAL MAXIMUM DAILY LOAD

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below between the City of Los Angeles, a body corporate and politic, and the County of Los Angeles, a political subdivision of the State of California, collectively referred to herein as the "Parties" or individually as "Party", with respect to the following:

RECITALS

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("LARWQCB"), adopted the Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria Total Maximum Daily Load (MdR Bacteria TMDL) on August 7, 2003, by Resolution No. 2003-12; and

WHEREAS, the MdR Bacteria TMDL became effective on March 18, 2004; and

WHEREAS, the LARWQCB incorporated the MdR Bacteria TMDL into the National Pollutant Discharge Elimination System Permit For Municipal Stormwater and Urban Runoff Discharges within the County of Los Angeles and the Incorporated Cities therein, except the City of Long Beach, by Order R4-2006-0074 on August 9, 2007; and

WHEREAS, the MdR Bacteria TMDL addresses water quality impairments caused by elevated bacterial indicator densities that may be present in Marina del Rey Harbor Mothers' Beach and Back Basins and has the intent of improving the water quality in these water bodies; and

WHEREAS, the MdR Bacteria TMDL identifies the Cities of Los Angeles and Culver City, the County of Los Angeles, and the State of California through its Department of Transportation ("Caltrans"), herein collectively referred to as "Agencies" or individually as "Agency", as jointly responsible for meeting the waste load allocations; and

WHEREAS, the MdR Bacteria TMDL provides that a Coordinated Monitoring Plan ("CMP") be submitted by the Agencies to the LARWQCB for approval; and

WHEREAS, on February 1, 2007, the LARWQCB approved the CMP entitled "Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL CMP" that was prepared and submitted by the Agencies; and



WHEREAS, the Agencies have agreed to cooperatively provide each Agency's cost share allocation, subject to each agency's annual budget approval of the estimated costs of the implementation of the CMP contained in Table 2 of Exhibit A, based on the cost allocation formula contained in Table 1 of Exhibit A of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform sampling services, laboratory analyses, and reporting services ("Monitoring Services") consistent with the CMP; and

WHEREAS, the Agencies have agreed to retain the City of Los Angeles to perform the Monitoring Services on their behalf at locations identified in the CMP, and the Agencies agree to pay, subject to annual budget approval, the City of Los Angeles for the Monitoring Services, and the City of Los Angeles is willing to perform and be reimbursed for such Monitoring Services in accordance with Exhibit A of this Agreement; and

WHEREAS, to expedite the cost-sharing of Monitoring Services as contained in Exhibit A of this Agreement, the Agencies have agreed that the City of Los Angeles will enter into separate agreements between the City of Los Angeles and each Agency; and

WHEREAS, the County of Los Angeles has agreed to provide for its share of funding, subject to annual budget approval, to the City of Los Angeles for its share of the Monitoring Services as contained in Table 3 of Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation of the CMP and to coordinate the payment and performance of the Monitoring Services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Term. This Agreement shall become effective on the date of final execution by the Parties and remain and continue in effect until June 30, 2012.

Section 5. Coordinated Monitoring Plan. The CMP for the Mdr Bacteria TMDL consists of the regulatory background, ambient and effectiveness monitoring, monitoring sites, sampling parameters, analytical methods, schedule, reporting, and other regulatory requirements and is incorporated into this Agreement by this reference. The County of Los Angeles agrees to the following:

- a) The City of Los Angeles will conduct accelerated monitoring at the compliance monitoring sites and ambient water quality monitoring sites as required and specified by the CMP.
- b) The City of Los Angeles will conduct DNA analyses of samples that exceed the bacteria limits at the ambient water quality monitoring sites (Basins A, B, C, G, and H) as required and specified by the CMP.
- c) The City of Los Angeles will resume monitoring at the five ambient monitoring stations in Basins A, B, C, G and H specified in the CMP if so required by the LARWQCB.

Section 6. Assessment for Proportional Costs of the CMP. The County of Los Angeles agrees to pay, subject to annual budget authority, the City of Los Angeles for the Monitoring Services in the amounts shown in Table 3 of Exhibit A and based on the cost allocation formula for annual monitoring in Table 1 of Exhibit A, attached hereto and made part of the Agreement by this reference. The City of Los Angeles will annually invoice the County of Los Angeles upon execution of this Agreement as shown in Table 3 of Exhibit A, based on allocated CMP costs and project administration and management costs at a percentage not to exceed 5% of the allocated CMP costs. At the end of each fiscal year, the City of Los Angeles will provide the Agencies with a statement with the actual expenditures. Unexpended cost at the termination of this Agreement will be reimbursed to the County of Los Angeles.

#### Section 7. Role of the City of Los Angeles.

- a) Monitoring – The City of Los Angeles will perform all of the Monitoring Services at locations indicated in the CMP.
- b) Early Start of Monitoring – The LARWQCB approved the CMP on February 1, 2007, and further required monitoring to begin by March 18, 2007. All Agencies have agreed that the City of Los Angeles will start the monitoring before cost-sharing agreements have been executed by the Agencies to ensure compliance with the TMDL. The Agencies thereby accept that all costs incurred by the City of Los Angeles for this early monitoring be included in the initial City of Los Angeles invoice to the Agencies.
- c) Reporting – The City of Los Angeles will submit final summary monitoring reports to the LARWQCB monthly as described in the CMP and distribute copies of the monthly reports to the Agencies prior to submittal to the LARWQCB for review and approval.

#### Section 8. Role of the County of Los Angeles

- a) Documentation - The County of Los Angeles agrees to provide all requested information and documentation to the City of Los Angeles that is deemed necessary

by the Parties to perform the Monitoring Services at no cost to the City of Los Angeles.

- b) **Grant of Access Rights** - During the term of this Agreement, the County of Los Angeles grants the City of Los Angeles the right of access and entry to all County of Los Angeles accessed storm drains, channels, creeks, beaches, and existing monitoring stations subject to this Agreement (the "Property") to achieve the purposes of this Agreement. Prior to exercising said right of entry, the City of Los Angeles shall provide written notice to the County of Los Angeles at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been given to the sender. All notices provided pursuant to this article shall be delivered to the representative of the County of Los Angeles to be notified. However, should the City of Los Angeles require access to the Los Angeles County Flood Control District facilities such as storm drains, channels, creeks, and existing monitoring stations, the City of Los Angeles shall obtain right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District. The City of Los Angeles shall indemnify, defend and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.

#### Section 9. Invoice and Payment

- a) **Annual Payment** - The County of Los Angeles shall reimburse, subject to annual budget authority, the City of Los Angeles for its proportional share cost for Monitoring Services and project administration and management costs as shown in Table 3 of Exhibit A within sixty (60) days of receipt of the invoice from the City of Los Angeles. The total annual monitoring costs presented in Exhibit A are the actual costs for the period of March 2007 - June 2009 and the estimated costs for the period of July 2009 - June 2012, that have been agreed upon amongst the City of Los Angeles and the Agencies. The estimated costs of Monitoring Services presented in Exhibit A and costs of any monitoring activities are subject to changes in the CMP pursuant to LARWQCB new requirements, unforeseen challenges in the field, or any decreases or increases of the estimated frequency of accelerated sampling. However, any proposed increase in the County's share of costs in excess of the amounts estimated in Exhibit A will require amendment to this Agreement pursuant to Section 12(e). The actual costs will be reconciled in accordance with Section 6 of this Agreement.
- b) **Invoice** - The City of Los Angeles will invoice the County of Los Angeles as shown in Table 3 of Exhibit A. The first invoice will take place immediately following the execution of this Agreement and for the estimated costs incurred for monitoring through June 2010. The annual payments for the period of July 2010 - June 2012 will be invoiced in January of each year starting January 2011.

Section 10. Indemnification. To the fullest extent permitted by law, the County of Los Angeles agrees to save, indemnify, defend, and hold harmless the City of Los Angeles, and the City of Los Angeles agrees to save, indemnify, defend, and hold harmless the County of Los Angeles and its special districts, officers, employees and agents from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act of omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the Parties indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The County of Los Angeles shall be responsible for the allocated costs of CMP activities incurred up to the date of the termination.

Section 12. General Provisions.

- a) Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth in Exhibit E. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit E. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit E.
- b) Administration. For the purpose of this Agreement, the Parties hereby designate as their respective designees, the persons named in Exhibit E. The designated Party

Representatives, or their respective designees, shall administer the terms and conditions of this Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.

- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- f) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- g) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one

and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

- l) The Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

IN WITNESS WHEREOF, by order of the Board of Supervisors, this Agreement has been executed on behalf of the County of Los Angeles on the day, month, and year indicated on the following page. On behalf of the City of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below:

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cynthia M. Ruiz, President  
Board of Public Works

ATTEST:

By: \_\_\_\_\_  
June Lagmay  
City Clerk

APPROVED AS TO FORM:

Carmen A. Trutanich  
City Attorney

By: \_\_\_\_\_  
Edward M. Jordan  
Assistant City Attorney

**COUNTY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William T Fujioka  
Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN. ORDIN  
County Counsel

By: \_\_\_\_\_  
Deputy



# EXHIBIT A

## Total Estimated Cost-Sharing for Mdr Bacteria Monitoring and Invoicing by City of Los Angeles

**Table 1. Cost Allocation Formula.**

Agency	Acres <sup>(1)</sup>	Square Miles	% of Area <sup>(2)</sup>
County of Los Angeles	816	1.28	44
City of Los Angeles	983	1.54	53
City of Culver City	37	0.06	2
Caltrans	19	0.03	1
<b>Total</b>	<b>1855</b>	<b>2.91</b>	<b>100</b>

<sup>(1)</sup> Land distribution data as defined by LARWQCB.

<sup>(2)</sup> The proportionality of cost-sharing by Agencies is based on each Agency's % area of the total watershed area of 1855 acres.

**Table 2. Estimated Costs for Monitoring Services and Project Administration and Management.**

Period	Monitoring Services	Project Administration and Management Cost <sup>(3)</sup>	Total Estimated Cost
Through June 2010 <sup>(1)</sup>	\$409,051	\$6,664	\$415,715
July 2010 – June 2011 <sup>(2)</sup>	\$133,285	\$6,664	\$139,949
July 2011 – June 2012 <sup>(2)</sup>	\$133,285	\$6,664	\$139,949
<b>Total</b>	<b>\$675,621</b>	<b>\$19,992</b>	<b>\$695,613</b>

<sup>(1)</sup> Actual costs for the period of March 2007 – June 2008 (Exhibits B and C) and estimated annual cost for the period of July 2009 – June 2010 (Exhibits D).

<sup>(2)</sup> Estimated annual cost (Exhibit D).

<sup>(3)</sup> Not to exceed 5% of estimated cost of Monitoring Services as of July 2009.

**Table 3. Invoicing by City of Los Angeles to County of Los Angeles.**

Period	Invoice Amount
Through June 2010	\$182,915 <sup>(1)</sup>
July 2010 – June 2011	\$61,578 <sup>(2)</sup>
July 2011- June 2012	\$61,578 <sup>(2)</sup>
<b>Total</b>	<b>\$306,071</b>

<sup>(1)</sup> The first payment is due upon execution of this Agreement.

<sup>(2)</sup> For the period of July 2010 – June 2012, the City of Los Angeles will invoice estimated annual cost in January of each year.

# EXHIBIT B

## MARINA DEL REY BEACHES AND HARBOR BACTERIAL TMDL ACTUAL MONITORING COSTS MARCH 2007 - JUNE 2008

COSTS PER SAMPLE			
Shoreline	Boat		
3 samples MDRH-1 or 2, 3, 5	9 samples MDRH-4sd, 6sd, 7, 8sd, 9sd		
All Samples	Routine and Acc'd Day 1	Acc'd Day 2	
COST	COST	COST	
(A+B)+(2D/3)	(A+B)+[2.5*(C+D)]/9	(A+B) + [2.5*(D+E)+4*F]/9	
\$96.73	\$110.94	\$122.73	

AMBIENT COSTS PER SAMPLE*			
MDRH-10,11,12,13,14			
Routine	Acc'd Day 1	Acc'd Day 2	
COST	COST	COST	
(A+B)	(A+B)+[2.5*(C+D)]/5	(A+B)+[2.5*(D+E)+4*F]/5	
\$78.08	\$137.23	\$158.45	

\*Excludes cost of DNA analysis

COSTS**	
A	Total Coliform/E. coli (CS)
B	Enterococcus (CS)
C	Boat+Captain
D	LT II
E	Boat
F	Captain (overtime)
G	DSM Monthly Maintenance
H	Duplicate Analyses (A,B)
I	DNA Analysis
	2 per week; Acc'd - one per month
	\$500.00

ACTUAL MONITORING COSTS MARCH 2007 - JUNE 2008				
Location	# Samples	Cost/Sample	Total Cost	
Routine	553	\$96.73	\$53,493.53	
Shoreline <sup>f</sup>	650	\$110.94	\$72,111.72	
Compliance Boat <sup>g</sup>	80	\$78.08	\$6,246.40	
Ambient Boat	-	\$96.73	\$0.00	
Shoreline <sup>f</sup>	-	\$110.94	\$0.00	
Compliance Boat Day 1 <sup>g</sup>	7	\$122.73	\$859.13	
Compliance Boat Day 2	1	\$137.23	\$137.23	
Ambient Boat Day 1	1	\$158.45	\$158.45	
Ambient Boat Day 2	16	\$140.00	\$2,240.00	
DSM Monthly Maintenance	154	\$78.08	\$12,024.32	
QA (Duplicate Analyses)				
LGL RPT ONE-TIME SET UP COST				
GRAND TOTAL COST				\$153,674.79

### Note:

- Shoreline sampling time: 2 hr LT II (Costs D)
- Boat: 2.5 hrs (Boat+Captain) + 2.5hrs LT II (Costs C, D)
- Boat accelerated Day 2: 4 hrs Captain (@ overtime)+ 2.5 hrs Boat + 2.5 hrs LT II (Costs D,E,F)
- On routine Ambient days, sample collection costs are absorbed in Compliance collection costs; charge is for analysis only; acc'd days are full costs.
- Ambient monitoring
- Shoreline samples: routine and accelerated Day 1
- Compliance Boat samples: routine and accelerated Day 1

# EXHIBIT C

## MARINA DEL REY BEACHES AND HARBOR BACTERIAL TMDL ACTUAL MONITORING COSTS JULY 2008 - JUNE 2009

COSTS PER SAMPLE		
Shoreline	Boat	
3 samples MDRH-1 or 2, 3, 5	9 samples MDRH-4sd, 6sd, 7, 8sd, 9sd	
All Samples	Routine and Acc'd Day 1	Acc'd Day 2
COST	COST	COST
(A+B)+(2D/3)	(A+B)+[2.5*(C+D)]/9	(A+B)+[2.5*(D+E)+4*F]/9
<b>\$103.81</b>	<b>\$123.48</b>	<b>\$136.06</b>

AMBIENT COSTS PER SAMPLE*		
MDRH-10,11,12,13,14		
Routine	Acc'd Day 1	Acc'd Day 2
COST	COST	COST
(A+B)	(A+B)+[2.5*(C+D)]/5	(A+B)+[2.5*(D+E)+4*F]/5
<b>\$84.02</b>	<b>\$155.04</b>	<b>\$177.69</b>

\*Excludes cost of DNA analysis

COSTS**	
A	Total Coliform/E. coli (CS)
B	Enterococcus (CS)
C	Boat+Captain
D	LT II
E	Boat
F	Captain (overtime)
G	DSM Monthly Maintenance
H	Duplicate Analyses (A,B)
I	DNA Analysis
	2 per week; Acc'd - one per month
	\$500.00

ACTUAL MONITORING JULY 2008 - JUNE 2009			
Location	# Samples	Cost/Sample	Total Cost
Routine	430	\$103.81	\$44,638.30
Compliance Boat <sup>g</sup>	503	\$110.94	\$62,110.44
Ambient Boat	35	\$84.02	\$2,940.70
Shoreline <sup>f</sup>	-	\$103.81	\$0.00
Compliance Boat Day 1 <sup>g</sup>	-	\$123.48	\$0.00
Compliance Boat Day 2	-	\$136.06	\$0.00
Ambient Boat Day 1	4	\$155.04	\$620.16
Ambient Boat Day 2	2	\$177.69	\$355.38
DSM Monthly Maintenance	12	\$140.00	\$1,680.00
QA (Duplicate Analyses)	116	\$84.02	\$9,746.32
LGL RPT ONE-TIME SET UP COST			\$6,404.00
<b>GRAND TOTAL COST</b>			<b>\$122,091.30</b>

### Note:

- Shoreline sampling time: 2 hr LT II (Costs D)
- Boat: 2.5 hrs (Boat+Captain) + 2.5hrs LT II (Costs C, D)
- Boat accelerated Day 2: 4 hrs Captain (@ overtime) + 2.5 hrs Boat + 2.5 hrs LT II (Costs D,E,F)
- On routine Ambient days, sample collection costs are absorbed in Compliance collection costs; charge is for analysis only; acc'd days are full costs.
- Ambient monitoring
- Shoreline samples: routine and accelerated Day 1
- Compliance Boat samples: routine and accelerated Day 1

**EXHIBIT D**  
**MARINA DEL REY BEACHES AND HARBOR BACTERIAL TMDL**  
**FYs 2009 - 2012 ESTIMATED ANNUAL MONITORING COSTS**

<b>AVERAGE FISCAL YEAR MONITORING COSTS</b>				
Routine Samples	<b>Location</b>	<b>Expected # Samples</b>	<b>Cost/Sample</b>	<b>Total Cost</b>
	Shoreline	416	\$103.81	\$43,184.96
	Compliance Boat	468	\$123.48	\$57,788.64
	Ambient Boat	-	\$84.02	\$0.00
Accl'd Samples	<b>Location</b>	<b>Average # Samples</b>	<b>Cost/Sample</b>	<b>Total Cost</b>
	Shoreline (Days 1 and 2)	76	\$103.81	\$7,889.56
	Compliance Boat Day 1	109	\$123.48	\$13,459.32
	Compliance Boat Day 2	4	\$136.06	\$544.24
	Ambient Boat Day 1	-	\$155.04	\$0.00
	Ambient Boat Day 2	-	\$177.69	\$0.00
DSM Monthly Maintenance		12	\$140.00	\$1,680.00
QA (Duplicate Analyses)		104	\$84.02	\$8,738.08
<b>GRAND TOTAL COST</b>				<b>\$133,284.80</b>

**EXHIBIT E**  
**Marina del Rey Watershed**  
**Representatives of Agencies**

**Primary Agency:**

1. County of Los Angeles, Watershed Management Division, 11<sup>th</sup> floor  
900 South Fremont Ave.  
Alhambra, CA 91803-1331  
Agency Representative: Oliver Galang, P.E., Watershed Manager  
ogalang@dpw.lacounty.gov  
Phone No.: (626) 458-4364  
Fax: (626) 457-1526

**Monitoring Agency:**

1. Hyperion Treatment Plant, Environment Monitoring Division  
12000 Vista Del Mar  
Harry Pregerson Technical Support Facility  
Playa Del Rey, CA 90293  
Agency Representative: Mas Dojiri, Environmental Monitoring Division  
mas.dojiri@lacity.org  
Fax: (310) 648-5731

**Other Agencies:**

1. City of Los Angeles  
Watershed Protection Division  
1149 South Broadway Blvd.  
Los Angeles, CA 90015  
Mail Stop: 1149-756  
Agency Representative: Hubertus Cox, Watershed Protection Division  
Hubertus.Cox@lacity.org  
Phone No.: (213) 485-3984  
Fax: (213) 485-3939
2. City of Culver City  
9770 Culver Blvd., 2<sup>nd</sup> Floor  
Culver City, CA 90232-0507  
Agency Representative: Damian Skinner, Environmental Programs and Operations Manager  
Damian.Skinner@culvercity.org  
Phone No.: (310) 253-6402 or (310) 253-6421  
Fax: (310) 253-5626
3. California Department of Transportation  
District 07, Design Division, Stormwater Unit  
100 South Main Street, Suite 100, MS 13

Los Angeles, CA 90012

Agency Representative: Bob Wu, Senior Transportation Engineer

Phone No.: (213) 897-8636

Fax: (213) 897-0205

MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF LOS ANGELES  
AND  
COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING OF  
IMPLEMENTING THE COORDINATED MONITORING PLAN AND  
TOXICITY IDENTIFICATION EVALUATION STUDY FOR THE BALLONA  
CREEK METALS AND BALLONA CREEK ESTUARY TOXIC POLLUTANTS  
TMDLs

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and among the City of Los Angeles, a body corporate and politic, and the County of Los Angeles, a political subdivision of the State of California, collectively referred to herein as the "Parties" or individually as "Party", with respect to the following:

RECITALS

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("LARWQCB") adopted the Ballona Creek Metals Total Maximum Daily Load ("BC Metals TMDL") on September 6, 2007, by Resolution No. R2007-015; and

WHEREAS, the LARWQCB adopted the Ballona Creek Estuary Toxic Pollutants Total Maximum Daily Load ("BC Toxics TMDL") on July 7, 2005, by Resolution No. R2005-008; and

WHEREAS, the BC Metals TMDL and the BC Toxics TMDL became effective on January 11, 2006 (jointly referred to herein as "BC TMDLs"); and

WHEREAS, the Parties recognize that the BC TMDLs are not self-enforcing and have not been incorporated into the 2001 National Pollutant Discharge Elimination System Permit for Municipal Storm Water and Urban Runoff Dischargers within the County of Los Angeles, and the incorporated cities therein except the City of Long Beach, dated December 13, 2001 and amended on December 10, 2009, by Order R4-2009-0130, in a manner for the BC TMDLs to be legally enforceable; and

WHEREAS, the BC TMDLs address water quality impairments caused by metals and toxic pollutants that may be present in Ballona Creek, Ballona Estuary and their tributaries, and have the intent to improve the water quality in these water bodies; and

WHEREAS, the BC TMDLs identifies the Cities of Los Angeles, Culver City, Inglewood, West Hollywood, Beverly Hills, and Santa Monica, the County of Los Angeles, and the State of

California through its Department of Transportation (Caltrans), herein collectively referred to as "Agencies" or individually as "Agency", as jointly responsible for meeting the waste load allocations; and

WHEREAS, Resolutions No. R2007-015 and R2005-008 identified the City of Los Angeles as the primary jurisdiction ("Primary Agency") for the Ballona Creek watershed; and

WHEREAS, the BC TMDLs provide that a Coordinated Monitoring Plan ("CMP") be submitted by the Agencies to the LARWQCB for approval; and

WHEREAS, the BC TMDLS also provided that it may be appropriate for Special Studies to be conducted by the Agencies to provide further information about new data, new or alternative sources, and revised scientific assumptions when the BC Metals TMDL and the BC Toxics TMDL are reconsidered on January 11, 2011 and January 11, 2012, respectively; and

WHEREAS, the final CMP entitled "Ballona Creek Metals TMDL and Ballona Creek Estuary Toxic Pollutants TMDL Coordinated Monitoring Plan" was prepared and reviewed by the Agencies and submitted to the LARWQCB on May 4, 2009; and

WHEREAS, the Agencies have agreed to cooperatively participate in the Monitoring Services that is required by the BC TMDLs; and

WHEREAS, the Agencies have agreed to cooperatively participate in a special study, the Toxicity Identification Evaluation Study (hereinafter "TIE Study") that is required by the BC Toxics TMDL; and

WHEREAS, the Agencies have agreed that the City of Los Angeles will collaborate with the Southern California Coastal Water Research Project ("SCCWRP") to conduct the TIE Study and that the City of Los Angeles will provide "TIE Services" in support of the TIE Study, consistent with the scope of work in Exhibit D; and

WHEREAS, the Agencies have agreed to provide each Agency's share of funding, subject to annual budget approval, the estimated costs of the Monitoring Services, automated water samplers installations, and the TIE Study and TIE Services (herein collectively referred to as "CMP Services"), based on the cost allocation formula contained in Table 1 of Exhibit A and the estimated costs contained in Table 2 of Exhibit A of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform the sampling services, laboratory analyses, automated water samplers installations, and reporting services consistent with the CMP and the scope of work of the TIE study in Exhibit E; and

WHEREAS, the Agencies agree to retain the City of Los Angeles to perform and coordinate the CMP Services on their behalf, and the Agencies are willing to pay, subject to annual budget approval, the City of Los Angeles for the performance of all of the CMP Services, and the City of Los Angeles is willing to perform, coordinate, and be reimbursed in accordance with Exhibit A of this Agreement; and



WHEREAS, to expedite the cost-sharing of CMP Services as contained in Exhibit A of this Agreement, the Agencies have agreed that the City of Los Angeles will enter into separate agreements between the City of Los Angeles and each Agency;

WHEREAS, the County of Los Angeles has agreed to provide for its share of funding, subject to annual budget approval, to the City of Los Angeles for its share of the CMP Services as contained in Table 3 of Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation and to coordinate the County of Los Angeles' payment and performance by the City of Los Angeles of all of the CMP Services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP Services.

Section 5. Term. This Agreement shall become effective upon execution by the Parties and remain and continue in effect until June 30, 2012.

Section 6. CMP Services. The CMP for the BC TMDLs consists of the regulatory background, ambient and effectiveness monitoring, monitoring sites, sampling parameters, analytical methods, schedule, reporting, and other regulatory requirements and is incorporated into this Agreement by this reference. The scope of the TIE Study and TIE Services is contained in Exhibit D of this Agreement.

Section 7. Assessment for Proportional Costs. The County of Los Angeles agrees to pay, subject to annual budget authority, the City of Los Angeles for County of Los Angeles' share of the CMP Services in the amounts shown in Table 3 of Exhibit A, based on the cost allocation formula set forth in Table 1 of Exhibit A, attached hereto and made a part of the Agreement by this reference. The City of Los Angeles will annually invoice the County of Los Angeles upon execution of this Agreement as shown in Table 3 of Exhibit A, based on the allocated CMP costs and the project administration and management costs at a percentage not to exceed 5% of the allocated costs for the CMP Services. At the end of each fiscal year, the City of Los Angeles will provide the Agencies with a statement with the actual expenditures. Unexpended cost at the termination of this Agreement will be reimbursed to the County of Los Angeles.

#### Section 8. Role of the City of Los Angeles.

- a) Monitoring and Automated Water Samplers Installations – The City of Los Angeles will perform all of the Monitoring Services and coordinate the installation of automated water samplers at the locations indicated in the CMP on behalf of the Agencies.
- b) Early Start of Monitoring – The LARWQCB conditionally approved the CMP on December 17, 2008. Pursuant to the BC TMDLs, monitoring was to begin within six months of LARWQCB approval. Therefore, CMP monitoring was initiated in February 2009. The Agencies have agreed that the City of Los Angeles will start the Monitoring Services before cost-sharing agreements have been executed by the Agencies to ensure compliance with the BC TMDLs. The Agencies thereby accept that all costs incurred by the City Los Angeles for Monitoring Services for this early monitoring, including the automated water sampler installations, be included in the initial City of Los Angeles invoice to the Agencies.
- c) Reporting – The City of Los Angeles will submit final summary monitoring reports to the LARWQCB annually as described in the CMP and distribute copies of the annual reports to the Agencies prior to submittal to the LARWQCB for review and approval.
- d) TIE Study – The City of Los Angeles shall be responsible for coordinating the activities of SCCWRP for the TIE Study, including the TIE Services and all related deliverables, as specified in the Scope of Work shown in Exhibit D and agreed upon by the Agencies in the manner provided herein.

#### Section 9. Role of the County of Los Angeles

- a) Documentation - The County of Los Angeles agrees to provide all requested information and documentation to the City of Los Angeles that is deemed necessary by the Parties to perform the CMP Services at no cost to the City of Los Angeles.
- b) Grant of Access Rights - During the term of this Agreement, the County of Los Angeles grants the City of Los Angeles the right of access and entry to all County of Los Angeles accessed storm drains, channels, creeks, beaches, and existing monitoring stations subject to this Agreement (the "Property") to achieve the purposes of this Agreement. Prior to exercising said right of entry, the City of Los Angeles shall provide written notice to the County of Los Angeles at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been given to the sender. All notices provided pursuant to this article shall be delivered to the representative of the County of Los Angeles to be notified. However, should the City of Los Angeles require access to the Los Angeles County Flood Control District facilities (storm drains, channels, creeks, and existing monitoring stations), the City of Los Angeles shall obtain right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District. The City of Los Angeles shall indemnify, defend and hold

harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.

Section 10. Invoice and Payment.

- a) Annual Payment – The County of Los Angeles, subject to annual budget authority, shall reimburse the City of Los Angeles for its proportional share of the cost for CMP Services and project administration and management as shown in Table 3 of Exhibit A within sixty (60) days of receipt of the invoice from the City of Los Angeles. The total annual costs shown in Exhibit A are the estimated costs that have been agreed upon amongst the City of Los Angeles and the Agencies. The estimated cost of the CMP Services presented in Exhibit A and the costs of any monitoring activities are subject to changes in the CMP pursuant to LARWQCB requirements or unforeseen challenges in the field. However, any proposed increase in the County's share of costs in excess of the amounts estimated in Exhibit A will require amendment to this agreement pursuant to Section 13(e). The actual cost of CMP Services will be reconciled in accordance with Section 7 of this Agreement.
- b) Invoice – The City of Los Angeles will invoice the County of Los Angeles as shown in Table 3 of Exhibit A. The first invoice will take place immediately following the execution of this Agreement for the estimated costs incurred for monitoring through June 2010. The annual payments for the period of July 2010 - June 2012 will be invoiced in January of each year starting January 2011.

Section 11. Indemnification. To the fullest extent permitted by law, the County of Los Angeles agrees to save, indemnify, defend, and hold harmless the City of Los Angeles, and the City of Los Angeles agrees to save, indemnify, defend, and hold harmless the County of Los Angeles and its special districts, officers, employees and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. No party shall indemnify another party, however, for that party's own negligence or willful misconduct. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused

by any act of omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the Parties indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 12. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The County of Los Angeles shall be responsible for the allocated costs of CMP Services incurred up to the date of the termination. The City of Los Angeles shall notify in writing all Agencies within fourteen (14) days of receiving written notice from any Party that intends to terminate this Agreement.

Section 13. General Provisions.

- a) Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth in Exhibit E. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit E. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit E.
- b) Administration. For the purposes of this MOA, the Parties hereby designate as their respective Party Representatives, the persons named in Exhibit E. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOA on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

- f) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- g) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.
- l) The Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

IN WITNESS WHEREOF, by order of the Board of Supervisors, this Agreement has been executed on behalf of the County of Los Angeles on the day, month, and year indicated on the following page. On behalf of the City of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below:

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cynthia M. Ruiz, President  
Board of Public Works

ATTEST:

By: \_\_\_\_\_  
June Lagmay  
City Clerk

APPROVED AS TO FORM:

Carmen Trutanich  
City Attorney

By: \_\_\_\_\_  
Edward M. Jordan  
Assistant City Attorney

**COUNTY OF LOS ANGELES**

COUNTY OF LOS ANGELES  
A political subdivision of the  
State of California

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William T Fujioka  
Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_  
Deputy

## EXHIBIT A

### Total Estimated Cost-Sharing for Ballona Creek Metals and Toxics Monitoring & Toxicity Identification Evaluation Study and Invoicing by the City of Los Angeles

**Table 1. Cost Allocation Formula.**

Agency	Acres <sup>(1)</sup>	Square miles	% of Area <sup>(2)</sup>
City of Los Angeles	67,053.44	104.77	81.32
Los Angeles County	3,928.91	6.14	4.77
City of Beverly Hills	3,630.38	5.67	4.40
City of Culver City	3,234.81	5.05	3.92
City of Inglewood	1,934.57	3.02	2.35
Caltrans	1,206.00	1.88	1.46
City of West Hollywood	1,201.43	1.88	1.46
City of Santa Monica	264.97	0.41	0.32
<b>Total</b>	<b>82,454.51</b>	<b>128.84</b>	<b>100.00</b>

<sup>(1)</sup> Land distribution data as defined by LARWQCB.

<sup>(2)</sup> Proportionality of cost-sharing by Agencies is based on each Agency's % area of the total watershed area of 82,455 acres.

**Table 2. Estimated Costs for CMP Services and Project Administration and Management.**

Period	CMP Services	Project Administration and Management <sup>(3)</sup>	Total Estimated Cost
Through June 2010 <sup>(1)</sup>	\$873,285	\$42,619	\$915,904
July 2010 – June 2011 <sup>(2)</sup>	\$806,430	\$40,322	\$846,752
July 2011 – June 2012 <sup>(2)</sup>	\$361,526	\$18,076	\$379,602
<b>Total</b>	<b>\$2,041,241</b>	<b>\$101,017</b>	<b>\$2,142,258</b>

<sup>(1)</sup> Actual costs for the period of February – June 2009 (Exhibit B) and estimated annual cost for the period of July 2009 – June 2010 (Exhibit C).

<sup>(2)</sup> Estimated annual cost (Exhibit C).

<sup>(3)</sup> Not to exceed 5% of estimated cost of CMP Services as of July 2009.

**Table 3. Invoicing by City of Los Angeles to County of Los Angeles.**

Period	Invoice Amount
Through June 2010	\$43,689 <sup>(1)</sup>
July 2010 – June 2011	\$40,390 <sup>(2)</sup>
July 2011 – June 2012	\$18,107 <sup>(2)</sup>
<b>Total</b>	<b>\$102,186</b>

<sup>(1)</sup> The first payment is due upon execution of this Agreement.

<sup>(2)</sup> For the period of July 2010 – June 2012, City of Los Angeles will invoice estimated annual cost in January of each year.



## EXHIBIT B

### Ballona Creek Metals and Toxic Pollutants TMDLs February - June 2009 Actual Monitoring Costs

**Table 1. Ballona Creek Metals TMDL: early start monitoring costs over February - June 2009.**

City of Los Angeles' Tasks	Cost/Sample	No. of Stations	Cost per Sample Event	Early Start Monitoring Sample Events	Total Early Start Monitoring Cost
Dry-weather Water Quality SAMPLING (Creek)	\$160	4	\$640	5	\$3,200
Dry-weather Water Quality ANALYSIS (Metals)	\$365	4	\$1,460	5	\$7,300
Special Dissolved Field Sampling and Filtration Equipment(2 yrs)	\$67	4	\$268	5	\$1,340
Speical Dissolved Lab Analysis QA (2 yrs)	\$730			5	\$3,650
<b>Sub-total (Table 1)</b>					<b>\$15,490</b>

**Table 2. Ballona Creek Toxic Pollutants TMDL: early start monitoring costs over February - June 2009.**

City of Los Angeles' Tasks	Cost/Sample	No. of Stations	Cost per Sample Event	Early Start Monitoring Sample Events	Total Early Start Monitoring Cost
Salt Water SAMPLING (Estuary) (Dry weather ambient monitoring)	\$160	1	\$160	5	\$800
Salt Water ANALYSIS (Metals) (Ambient monitoring)	\$145	1	\$145	5	\$725
Salt Water ANALYSIS (Organics) (Ambient monitoring)	\$650	1	\$650	5	\$3,250
Salt Water SHIPPING (Metals) (Ambient monitoring)	\$130	1	\$130	5	\$650
<b>Sub-total (Table 2)</b>					<b>\$5,425</b>

**Total actual costs over February - June 2009 (Tables 1 + 2): \$20,915.**

# EXHIBIT C

## Ballona Creek Metals and Toxic Pollutants TMDLs FYs 09/12 Estimated Monitoring Costs

**Table 1. Estimated Annual Costs for Monitoring Services, TIE Services and TIE Study.**

(A) City of Los Angeles (Recurring)	(B) Cost/Sample	(C) No. of Stations	(D-B x C) Cost per Sample Event	(E) 1st Yr. No. Sample Events	(F) 2nd Yr. Sample Events	(G-D x E) 1st Year Annual Cost	(H-D x F) 2nd Year Annual Cost	3rd Year Annual Cost
Dry-weather Water Quality SAMPLING (Creek)	\$160	4	\$640	12	12	\$7,680	\$7,680	\$7,680
Dry-weather Water Quality ANALYSIS (Metals)	\$365	4	\$1,460	12	12	\$17,520	\$17,520	\$17,520
Wet-weather Water Quality SAMPLING (Creek)	\$440	5	\$2,200	8	8	\$17,600	\$17,600	\$17,600
Wet-weather Water Quality ANALYSIS (Metals)	\$365	5	\$1,825	8	8	\$14,600	\$14,600	\$14,600
Wet-weather Water Quality ANALYSIS (Organics) (Toxics TMDL)	\$650	2	\$1,300	8	8	\$10,400	\$10,400	\$10,400
Special Dissolved Field Sampling and Filtration Equipment (2 yrs)	\$67	5	\$335	12	12	\$804	\$804	-
Special Dissolved Lab Analysis Q4 (2 yrs)	\$730			20	20	\$14,600	\$14,600	-
Salt Water SAMPLING (Estuary) (Dry weather ambient monitoring)	\$160	1	\$160	12	12	\$1,920	\$1,920	\$1,920
Salt Water ANALYSIS (Metals) (Dry weather ambient monitoring)	\$145	1	\$145	12	12	\$1,740	\$1,740	\$1,740
Salt Water ANALYSIS (Organics) (Dry weather ambient monitoring)	\$650	1	\$650	12	12	\$7,800	\$7,800	\$7,800
Salt Water SHIPPING (Metals) (Dry weather ambient monitoring)	\$130	1	\$130	12	12	\$1,560	\$1,560	\$1,560
Storm-borne Sediments: Sampling (Creek)	\$160	5	\$800	8	8	\$6,400	\$6,400	\$6,400
Storm-borne Sediments: Analysis (Metals)	\$140	5	\$700	1	1	\$700	\$700	\$700
Storm-borne Sediments: Analysis (Organics)	\$540	5	\$2,700	1	1	\$2,700	\$2,700	\$2,700
SEDIMENT SAMPLING	\$1,227	6	\$7,362	1	1	\$7,362	\$7,362	\$7,362
SEDIMENT Analysis (Organics)	\$640	6	\$3,840	1	1	\$3,840	\$3,840	\$3,840
SEDIMENT Analysis (Metals)	\$140	6	\$840	1	1	\$840	\$840	\$840
SEDIMENT Analysis (Grain Size)	\$210	6	\$1,260	1	1	\$1,260	\$1,260	\$1,260
SEDIMENT Analysis (TOC)	\$100	6	\$600	1	1	\$600	\$600	\$600
SEDIMENT Toxicity Testing: Amphipod 10-day*	\$5,191	8	\$31,148	1	1	\$31,148	\$31,148	\$31,148
SEDIMENT Toxicity Testing: Amphipod 28-day*	\$6,938	6	\$41,628	1	1	\$41,628	\$41,628	\$41,628
SEDIMENT Toxicity Testing: Sea Urchin*	\$2,175	6	\$13,050	1	1	\$13,050	\$13,050	\$13,050
SEDIMENT Toxicity Testing: Abalone*	\$2,708	6	\$16,236	1	1	\$16,236	\$16,236	\$16,236
SEDIMENT Toxicity Testing: Ref. Tox (3 species)*	-	-	\$8,864	1	1	\$8,864	\$8,864	\$8,864
*Prices based on EMD price list 2007 v4(1)								
BIOACCUMULATION Sampling (Mussels: 5 samples/station)	\$1,840	2	\$3,680	1	1	\$3,680	\$3,680	\$3,680
BIOACCUMULATION Sampling (Fish: 5 samples/station)	\$15,460	2	\$30,920	1	1	\$30,920	\$30,920	\$30,920
BIOACCUMULATION Analysis (Metals)	\$140	30	\$4,200	1	1	\$4,200	\$4,200	\$4,200
BIOACCUMULATION Analysis (Organics)	\$540	30	\$16,200	1	1	\$16,200	\$16,200	\$16,200
Data Analysis	-	-	-	-	-	\$50,000	\$50,000	\$50,000
Reporting & Program Management	-	-	-	-	-	\$30,000	\$30,000	\$30,000
Stream Gage Service/data collection	\$1,000	5	-	-	-	\$5,000	\$5,000	\$5,000
Autosampler Maintenance	\$700	5	-	-	-	\$3,500	\$3,500	\$3,500
TIE Services (By City of Los Angeles)	-	-	-	-	-	\$120,000	-	-
Toxicity Identification Evaluation (TIE) Study (By SOCWRF)	-	-	-	-	-	\$94,500	\$279,500	-
						\$588,850	\$653,850	\$353,946

Sub-total (Table 1)

Table 2. Estimated Annual Costs for Autosampler Installation.

Autosampler (Los Angeles)	Cost/unit	Quantity	1st Year Annual Cost	2nd Year Annual Cost	3rd Year Annual Cost	TOTAL
Design, Equipment & Installation*	\$52,188.00	5	\$260,940			\$260,940
Connection to permanent power	\$30,000	5		\$150,000		\$150,000
Telemetry Phone Service	\$516.00	5	\$2,580.00	\$2,580.00	\$2,580.00	\$7,740
	Sub-total (Table 2)		\$263,520	\$152,580.00	\$2,580.00	\$418,680.00

Table 3. Total Estimated Annual Costs for CMP Services.

	YEAR 1	YEAR 2	YEAR 3	TOTAL
Total Los Angeles Annual Costs (Tables 1 + 2)	\$873,285	\$806,430	\$361,526	\$2,041,241

Note: Year 1 includes the costs over February – June 2009 as specified in Exhibit B.

## **EXHIBIT D**

### **Scope of Work for Toxicity Identification Evaluation (TIE) In Ballona Creek Estuary**

August 22, 2007  
Steven Bay, SCCWRP

#### **Background**

Historical data showing the presence of sediment toxicity and elevated contaminants were important factors in the listing of Ballona Creek Estuary as an impaired water body. Recent studies conducted as part of the Bight'03 regional survey confirmed that toxic sediments are still present in the estuary. Although specific contaminants are listed in the Ballona Creek Estuary Toxics TMDL, very little reliable information is available to identify the cause of toxicity or to determine appropriate target concentrations. Because of the lack of information, TMDL sediment targets are currently based on National Oceanic and Atmospheric Administration (NOAA) ERL (Effects Range-Low) sediment quality guidelines, which were never intended to represent TMDL targets or to determine the cause of toxicity. The Southern California Coastal Water Research Project (SCCWRP) has conducted preliminary Toxicity Identification Evaluations (TIE) at two Ballona Creek Estuary stations and the results indicate that organic contaminants were the likely cause of the observed toxicity. Some of these constituents could be current use pesticides including pyrethroid compounds. However, no follow-up toxicological testing was performed to identify and confirm the specific contaminants causing the toxicity. Due to these data limitations, there is a great deal of uncertainty whether the correct contaminants have been identified. In addition, it is not known whether the target concentrations specified in the TMDL are appropriate for Ballona Creek Estuary sediments; they may be highly under- or overprotective, resulting in an ineffective TMDL.

#### **Objectives**

1. Obtain additional information on the spatial extent and magnitude of sediment toxicity and contamination in Ballona Creek Estuary.
2. Determine the likely cause(s) of sediment toxicity (if any) to benthic invertebrates.
3. Determine the range of sediment concentrations of target contaminants that are associated with toxicity in Ballona Creek Estuary.

#### **Expected Products**

1. Map showing the magnitude of toxicity in different locations within the estuary.
2. Evaluation of the likelihood of current TMDL target chemicals as the cause of sediment toxicity.
3. List of other contaminants likely to be the cause of toxicity.
4. Range of chemical concentrations associated with toxicity for selected target chemicals.

#### **Benefits to TMDL**

Identification of target contaminants, description of sources, and the determination of total loads

are key elements of the TMDL that cannot be accomplished effectively without knowledge of the cause of impairment. This project will address these key data gaps by using state of the art TIE methods to confirm whether the existing TMDL targets are correct and determine if there are additional contaminants of high concern. There are three specific benefits to the TMDL:

- Fulfills requirement of the TMDL to conduct TIE studies when toxicity is present
- Provides confidence that the appropriate contaminants are considered
- Provides data to support the calculation of relevant TMDL numeric targets

### **Description of Work**

This project consists of five (5) technical tasks, plus communication of the results (Task 6). Each of the technical tasks addresses a specific data need, as described above. Task 1 includes assisting with the Coordinated Monitoring Program and measurement of pesticides that are not currently included in existing monitoring activities. Task 2 includes the first phase of the TIE process, which is the characterization of the major toxicant groups. Task 3 includes the second phase of the TIE process, which is the isolation and identification of the probable toxicants. Task 4 includes the third phase of the TIE, which includes the analysis of additional samples to confirm the results. Task 5 includes additional studies and data analyses that are needed to help apply the study findings to the TMDL refinement process. The specific methods used in Tasks 3-5 are contingent upon the results of Task 2 and thus cannot be described in detail at the present time. The following descriptions for Tasks 3-5 include those methods that are anticipated to be used based on the results of studies conducted at other locations.

**Task 1. Sediment contamination and toxicity survey.** SCCWRP will provide assistance with design and implementation of the Ballona Creek Estuary Coordinated Monitoring Program (CMP) for sediment quality to be conducted by the City of Los Angeles Environmental Monitoring Division. Sediment samples from six locations in the estuary will be analyzed at SCCWRP for pyrethroid pesticides (Table 1). A total of six samples from two annual sampling events will be analyzed. These data along with the results of chemistry and toxicity measurements by EMD will be used to select a subset of two stations for TIE studies.

**Task 2. Toxicity characterization.** Sediment from two of the most toxic estuary stations will be collected and used for Phase I TIE analyses. Phase I TIEs are the initial step that characterizes the categories of contaminants responsible for toxicity. These characterization tests will examine both whole sediment and interstitial water/overlying water, and use the same species employed in Task 1.

The Phase I tests will be conducted on a single set of samples collected in the first year of the study. The sample treatments to be used in this task are listed in Table 2. The test species and methods cannot be determined definitively until the results of Task 1 are available, but it is anticipated that the marine amphipod *Eohaustorius estuarius* will be used, as previous tests have shown this species to be sensitive to sediment toxicity in the Ballona Creek Estuary. It is anticipated that both sediment and interstitial water TIE tests will be conducted using this species. The sediment TIE tests will consist of 10-day exposures with three replicates of each of five treatments. A baseline sample (no TIE manipulation) will also be tested to provide a reference for comparison. The water overlying the test chambers will also be tested for dissolved oxygen, pH, and ammonia. Approximately 30 sediment TIE test samples will be prepared and analyzed.

The interstitial water TIE tests will likely use 10-day exposures of *E. estuarius* also. Interstitial water will be obtained by centrifugation at 10,000 x g. Five TIE treatments and a baseline (reference) will each be tested in triplicate for each sediment sample. Blanks, consisting of laboratory seawater exposed to the various treatments will also be tested for QA purposes. Approximately 51 sample analyses will be conducted for the interstitial water tests. The interstitial water will also be tested for dissolved oxygen, pH, and ammonia.

The Phase I TIE data analyses will include comparison of amphipod survival in the sample treatments to the baseline sample. Treatments producing an increase in survival will provide an indication as to whether the sediment or interstitial water toxicity is caused by major contaminant categories such as metals, organics, or ammonia.

**Task 3. Toxicant identification.** The specific methods used will be determined by the results of Task 2, but it is assumed that selective extraction techniques will be used to isolate potential nonpolar toxicants from the samples. Either sediment or interstitial water samples will be analyzed for the two stations investigated in Task 2. The sediment/interstitial water toxicants will first be concentrated onto C18 solid phase extraction columns. Sequential elution of the C18 columns with various concentrations of methanol/water will then be used to fractionate the toxicants into five subgroups based on polarity. Each fraction will be tested for toxicity to amphipods. The toxic fractions will be analyzed using Gas Chromatography/Mass Spectrometry (GC/MS) to identify the compounds present. Additional fractionation by High-Performance Liquid Chromatography (HPLC) and subsequent toxicity testing/chemical analysis may be needed to isolate and identify the suspected toxicants.

The chemicals identified in these analyses will be compared to those identified in the TMDL. The results will indicate whether the current TMDL target compounds are likely to be responsible for the observed toxicity and/or whether additional contaminants are causing the toxicity.

**Task 4. Confirmation of toxicants.** Additional field sampling for chemistry and toxicity will be conducted. It is anticipated that Phase I TIEs and chemical analysis will be conducted on 4 samples to determine whether the toxicants identified in Tasks 2 and 3 are the primary causes of toxicity in other locations within the estuary. The chemical analyses may include the use of *in situ* SPME technology, laboratory bioaccumulation tests, or interstitial water chemical analysis to measure bioavailable contaminants in the sediment and water column.

Sampling and analyses will be coordinated with the CMP and make use of existing activities to the maximum extent possible. Correlation and regression analyses of sediment chemistry and toxicity data from prior studies will be used to determine if variations in the concentrations of the suspected toxicants correspond with changes in sediment toxicity.

**Task 5. Evaluation of TMDL targets.** Studies will be conducted to determine potential target concentrations for the toxicants identified in Tasks 2-4 and where appropriate, compare these targets to current TMDL targets. Analyses will be conducted for the 2 contaminants identified as most likely to be causing sediment toxicity in the estuary. Chemical data from the CMP and other programs will be analyzed statistically to determine the range of concentrations of the

target contaminants associated with toxicity.

In addition, spiked sediment experiments for the target contaminants will be conducted. Ballona Creek or nearby reference sediments will be spiked at four concentrations for each contaminant and allowed to equilibrate for 60 days in the laboratory. Sediment toxicity tests (*E. estuarius* 10-day survival) and chemical analysis will be conducted on the spiked samples to estimate the threshold concentrations associated with sediment toxicity.

**Task 6. Reporting.** Three types of reports will be produced: 1) verbal presentations to the study group; 2) progress report; and 3) final report. Verbal reports of the project's findings and status will be presented to the Ballona Creek Estuary study group upon request. It is anticipated that three such presentations will be given that will correspond to the completion of Task 2, submission of progress report, and submission of draft final report. A first year progress report that summarizes the preliminary results of Tasks 1-3 will be submitted to the study group. This report will contain summaries of the analytical results and a description of the methods used. An updated workplan for the remaining tasks will also be included. A draft final report will be submitted following the conclusion of all technical tasks. This report will include a description of the methods, all laboratory results, and a discussion of the findings and their significance to the Ballona Creek TMDL. The draft final report will be revised to address any comments received from the study group.

**Table 1. Pyrethroid pesticide analytes for Task 1**

<u>Analyte</u>
Bifenthrin
Cyfluthrin
Beta-Cyfluthrin
Cypermethrin
S-Cypermethrin (also called Zeta-)
Delta/Tralomethrin (coelutes)
Esfenvalerate
Fenpropathrin
G-Cyhalothrin
L-Cyhalothrin
Permethrin

**Table 2. Phase I TIE treatments to be conducted during Task 2**

<u>Sediment</u>		<u>Interstitial Water</u>	
<u>Treatment</u>	<u>Target Toxicant</u>	<u>Treatment</u>	<u>Target Toxicant</u>
Baseline	Toxicity reference	Baseline	Toxicity reference
Carbon Addition	Nonpolar organics	C18 extraction	Nonpolar organics
Cation Exchange Resin	Divalent metals	EDTA addition	Divalent metals
Sediment Dilution	Handling control	Sodium thiosulfate	Oxidants/divalent metals
Piperonyl Butoxide	Organophosphate	Piperonyl Butoxide	Organophosphate

Acid Volatile Sulfides	pesticides Divalent metals	Carboxylase	pesticides Pyrethroid pesticides
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**Table 3. Schedule of Tasks**

Task	Description
1	Sediment survey and chemical analysis
1	Sediment survey and chemical analysis
2	Toxicity characterization
3	Toxicant identification
4	Confirmation of toxicants
5	Evaluation of TMDL targets
6	Year 1 progress report
6	Final report

**Table 4. Task Budget**

Task	Description	Cost	
		First Year	Second Year
1	Sediment contamination and toxicity survey	\$28,500	\$8,500
2	Toxicity characterization	\$21,000	\$0
3	Toxicant identification	\$40,000	\$70,000
4	Confirmation of toxicants	\$0	\$76,000
5	Evaluation of TMDL targets	\$0	\$90,000
6	Project reporting and meetings	\$5,000	\$35,000
	Subtotal	\$94,500	\$279,500
	Total Project		\$374,000

**Table 5. Line Item Budget**

Category	First Year		Second Year		Total Days	Total Costs
	Days	Cost	Days	Cost		
Personnel						
Principal Scientist	15	\$17,130	25	\$30,250	40	\$47,380
Scientist	40	\$32,240	145	\$123,830	185	\$156,070
Marine/Lab Coordinator	15	\$12,645	25	\$22,350	40	\$34,995
Research Technician	25	\$13,425	70	\$39,900	95	\$53,325
Lab Assistant	20	\$7,240	35	\$13,440	55	\$20,680
Total Personnel	115	\$82,680	300	\$229,770	415	\$312,450
Supplies		\$7,870		\$12,330		\$20,200
Travel		\$150		\$650		\$800
Contractual – Chemical Analysis		\$3,800		\$36,750		\$40,550
Total		\$94,500		\$279,500		\$374,000



**EXHIBIT E**  
**Ballona Creek Watershed**  
**Representatives of Regulated Entities**

**Primary Agency:**

1. City of Los Angeles ("Primary agency")  
Watershed Protection Division  
1149 South Broadway Blvd.  
Los Angeles, CA 90015  
Mail Stop: 1149-756  
Party Representative: Hubertus Cox, PhD, P.E., TMDL Implementation Section  
[Hubertus.Cox@lacity.org](mailto:Hubertus.Cox@lacity.org)  
Phone No.: (213) 485-3984  
Fax: (213) 485-3939
2. Hyperion Treatment Plant, Environment Monitoring Division  
12000 Vista Del Mar  
Harry Pregerson Technical Support Facility  
Playa Del Rey, CA 90293  
Party Representative: Mas Dojiri, Environmental Monitoring Division  
[mas.dojiri@lacity.org](mailto:mas.dojiri@lacity.org)  
Fax: (310) 648-5731

**Responsible Agencies:**

1. County of Los Angeles, Watershed Management Division, 6<sup>th</sup> floor  
900 South Fremont Ave.  
Alhambra, CA 91803-1331  
Party Representative: Oliver Galang, P.E., Watershed Manager  
[Ogalang@dpw.lacounty.gov](mailto:Ogalang@dpw.lacounty.gov)  
Phone No.: (626) 458-4364  
Fax: (626) 457-1526
2. City of Beverly Hills  
455 North Rexford Drive  
Beverly Hill, CA 90210  
Party Representative: Josette Descalzo, Water Quality Specialist  
[jdescalzo@beverlyhills.org](mailto:jdescalzo@beverlyhills.org)  
Phone No.: (310) 285-2467  
Fax: (310) 285-2467

3. City of Culver City  
9770 Culver Blvd., 2<sup>nd</sup> Floor  
Culver City, CA 90232-0507  
Party Representative: Damian Skinner, Environmental Programs and Operations Manager  
[Damian.Skinner@culvercity.org](mailto:Damian.Skinner@culvercity.org)  
Phone No.: (310) 253-6402 or (310) 253-6421  
Fax: (310) 253-5626
4. City of Inglewood  
Public Works Department  
1 Manchester Blvd.  
Inglewood, CA 90301  
Party Representative: Lauren Amimoto, Senior Administrative Analyst  
[lamimoto@cityofinglewood.org](mailto:lamimoto@cityofinglewood.org)  
Phone No.: (310) 412-5192  
Fax: (310) 412-5552
5. California Department of Transportation, District 07 (Caltrans)  
100 South Main Street, Suite 100, MS 13  
Los Angeles, CA 90012  
Party Representative: Bob Wu, Senior Transportation Engineer  
[robert\\_wu@dot.ca.gov](mailto:robert_wu@dot.ca.gov)  
Phone No.: (213) 897-8636  
Fax: (213) 897-0205
6. City of West Hollywood  
Department of Transportation and Public Works  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069-6216  
Party Representative: Susannah Turney, Environmental Programs Coordinator  
[sturney@weho.org](mailto:sturney@weho.org)  
Phone No.: (323) 848-6499  
Fax: (323) 848-6564
7. City of Santa Monica  
Environmental Programs Division  
200 Santa Monica Pier #K  
Santa Monica, CA 90401  
Party Representative: Neal Shapiro, Urban Runoff Management Coordinator  
[Neal.Shapiro@smgov.net](mailto:Neal.Shapiro@smgov.net), [www.santa-monica.org/environment](http://www.santa-monica.org/environment)  
Phone No.: (310) 458-8223  
Fax: (310) 393-1279

MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF LOS ANGELES  
AND  
COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING OF  
IMPLEMENTING THE COORDINATED MONITORING PLAN FOR THE  
TOTAL MAXIMUM DAILY LOAD FOR BACTERIAL INDICATOR  
DENSITIES IN BALLONA CREEK, BALLONA ESTUARY, & SEPULVEDA  
CHANNEL

This Memorandum of Agreement ("this Agreement") is made and entered into as of the date of the last signature set forth below between the City of Los Angeles, a body corporate and politic, and the County of Los Angeles, a political subdivision of the State of California, collectively referred to herein as the "Parties" or individually as "Party", with respect to the following:

RECITALS

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("LARWQCB") adopted the Total Maximum Daily Load (TMDL) for Bacterial Indicators in Ballona Creek, Ballona Estuary & Sepulveda Channel (BC Bacteria TMDL) on June 8, 2006, by Resolution No. 2006-011; and

WHEREAS, the BC Bacteria TMDL became effective on April 27, 2007; and

WHEREAS, the Parties recognize that the BC Bacteria TMDL is not self-enforcing and has not been incorporated into the 2001 National Pollutant Discharge Elimination System Permit for Municipal Storm Water and Urban Runoff Dischargers within the County of Los Angeles, and the incorporated cities therein except the City of Long Beach, dated December 13, 2001, and amended on December 10, 2009, by order R4-2009-130, in a manner for the BC Bacteria TMDL to be legally enforceable; and

WHEREAS, the BC Bacteria TMDL addresses water quality impairments caused by elevated bacterial indicator densities that may be present in Ballona Creek, Ballona Estuary, Sepulveda Channel, and their tributaries, and has the intent of improving water quality in these water bodies; and

WHEREAS, the BC Bacteria TMDL identifies the Cities of Los Angeles, Culver City, Inglewood, West Hollywood, Beverly Hills and Santa Monica, the County of Los Angeles, and the State of California through its Department of Transportation (Caltrans), herein collectively referred to as "Agencies" or individually as "Agency", as jointly responsible for meeting the waste load allocations; and

WHEREAS, Resolution No. 2006-011 identified the City of Los Angeles as the primary jurisdiction ("Primary Agency") for the Ballona Creek watershed; and

WHEREAS, the BC Bacteria TMDL provides that a Coordinated Monitoring Plan ("CMP") be submitted by the Agencies to the LARWQCB for approval; and

WHEREAS, on December 16, 2008, the LARWQCB approved the CMP entitled "Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL Coordinated Monitoring Plan" that was prepared and submitted by the Agencies to the LARWQCB; and

WHEREAS, the Agencies have agreed to cooperatively provide each Agency's share of funding, subject to each agency's annual budget approval, the estimated costs of the implementation of the CMP, based on the cost allocation formula contained in Table 1 of Exhibit A and the estimated costs contained in Table 2 of Exhibit A of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform sampling services, laboratory analyses, and reporting services ("Monitoring Services") consistent with the CMP; and

WHEREAS, the Agencies agree to retain the City of Los Angeles to perform the Monitoring Services on their behalf at locations identified in the CMP, the Agencies are willing to pay, subject to annual budget approval, the City of Los Angeles for the Monitoring Services, and the City of Los Angeles is willing to provide perform, and be reimbursed for such Monitoring Services in accordance with Exhibit A; and

WHEREAS, to expedite the cost-sharing of Monitoring Services as contained in Exhibit A of this Agreement, the Agencies have agreed that the City of Los Angeles will enter into separate agreements between the City of Los Angeles and each Agency;

WHEREAS, the County of Los Angeles has agreed to provide for its share of funding, subject to annual budget approval, to the City of Los Angeles for its share of the Monitoring Services as contained in Table 3 of Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation of the CMP and to coordinate the payment and performance of the Monitoring Services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP.

Section 5. Term. This Agreement shall become effective upon execution by the Parties and it shall remain and continue in effect until June 30, 2012.

Section 6. Coordinated Monitoring Plan. The final CMP, dated January 29, 2009, consists of the regulatory background, ambient and effectiveness monitoring, monitoring sites, sampling parameters, analytical methods, schedule, reporting, and other regulatory requirements, and is incorporated into this Agreement by this reference.

Section 7. Assessment for Proportional Costs of the CMP. The County of Los Angeles agrees to pay, subject to annual budget authority, the City of Los Angeles for the County of Los Angeles' share of the Monitoring Services in the amounts shown in Table 3 of Exhibit A, based on the cost allocation formula for annual monitoring in Table 1 of Exhibit A, attached hereto and made a part of the Agreement by this reference. The City of Los Angeles will annually invoice the County of Los Angeles upon execution of this Agreement as shown in Table 3 of Exhibit A, based on allocated Monitoring Services costs and project administration and management costs at a percentage not to exceed 5% of the allocated Monitoring Services costs. At the end of each fiscal year, the City of Los Angeles will provide the Agencies with a statement with the actual expenditures. Unexpended cost at the termination of this Agreement will be reimbursed to the County of Los Angeles.

Section 8. Role of the City of Los Angeles.

- a) Monitoring – The City of Los Angeles will perform all of the Monitoring Services at the locations indicated in the CMP.
- b) Early Start of Monitoring – The LARWQCB approved the CMP on December 16, 2008, and further required monitoring to begin by June 30, 2009. All Agencies have agreed that the City of Los Angeles will start the monitoring before cost-sharing agreements have been executed by the Agencies to ensure compliance with the TMDL. The Agencies thereby accept that costs incurred by the City of Los Angeles for this early monitoring be included in the initial City of Los Angeles invoice to the Agencies.
- c) Reporting – The City of Los Angeles will submit monthly summary monitoring reports to the LARWQCB as described in the CMP and distribute copies of the

monthly reports to the Agencies prior to submittal to the LARWQCB for review and approval.

#### Section 9. Role of the County of Los Angeles

- a) Documentation - The County of Los Angeles agrees to provide all requested information and documentation to the City of Los Angeles that is deemed necessary to perform the Monitoring Services at no cost to the City of Los Angeles.
- b) Grant of Access Rights - During the term of this Agreement, the County of Los Angeles grants the City of Los Angeles the right of access and entry to all County of Los Angeles accessed storm drains, channels, creeks, beaches, and existing monitoring stations subject to this Agreement (the "Property") to achieve the purposes of this Agreement. Prior to exercising said right of entry, the City of Los Angeles shall provide written notice to the County of Los Angeles at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been given to the sender. All notices provided pursuant to this article shall be delivered to the representative of the County of Los Angeles to be notified. However, should the City of Los Angeles require access to Los Angeles County Flood Control District facilities such as storm drains, channels, creeks, and existing monitoring stations, the City of Los Angeles shall obtain right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District. The City of Los Angeles shall indemnify, defend and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.

#### Section 10. Invoice and Payment

- a) Annual Payment -- The County of Los Angeles, subject to annual budget authority, shall reimburse the City of Los Angeles for its proportional share cost for Monitoring Services and project administration and management costs as shown in Table 3 of Exhibit A within sixty (60) days of receipt of the invoice from the City of Los Angeles. The total annual monitoring cost estimates presented in Exhibit A are the estimated costs that have been agreed upon amongst the City of Los Angeles and the Agencies. The estimated costs of Monitoring Services presented in Exhibit A and costs of any monitoring activities are subject to changes in the CMP pursuant to LARWQCB new requirements or unforeseen challenges in the field. However, any proposed increase in the County's share of costs in excess of the amounts estimated in Exhibit A will require amendment to this agreement pursuant to Section 13(e). The actual costs of Monitoring Services will be reconciled in accordance with Section 7 of this Agreement.

- b) Invoice. The City of Los Angeles will invoice the County of Los Angeles as shown in Table 3 of Exhibit A. The first invoice will take place immediately following the execution of this Agreement for the estimated costs incurred costs for monitoring through June 2010. The annual payments for the period of July 2010 – June 2012 will be invoiced in January of each year starting January 2011.

Section 11. Indemnification. To the fullest extent permitted by law, the County of Los Angeles agrees to save, indemnify, defend, and hold harmless the City of Los Angeles, and the City of Los Angeles agrees to save, indemnify, defend, and hold harmless the County of Los Angeles and its special districts, officers, employees and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act of omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the Parties indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 12. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The County of Los Angeles shall be responsible for the allocated costs of CMP activities incurred up to the date of the termination.

Section 13. General Provisions.

- a) Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth in Exhibit C. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business

day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.

- b) Administration. For the purposes of this Agreement, the Parties hereby designate as their respective Party Representatives, the persons named in Exhibit C. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- f) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- g) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected



thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).

- k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.
- l) The Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

IN WITNESS WHEREOF, by order of the Board of Supervisors, this Agreement has been executed on behalf of the County of Los Angeles on the day, month, and year indicated on the following page. On behalf of the City of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below:

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cynthia M. Ruiz, President  
Board of Public Works

ATTEST:

By: \_\_\_\_\_  
June Lagmay  
City Clerk

APPROVED AS TO FORM:

Carmen Trutanich  
City Attorney

By: \_\_\_\_\_  
Edward M. Jordan  
Assistant City Attorney

**COUNTY OF LOS ANGELES**

COUNTY OF LOS ANGELES,  
A political subdivision of the  
State of California

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William T Fujioka  
Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_  
Deputy

## EXHIBIT A

### Total Estimated Cost-Sharing for Ballona Creek Bacteria Monitoring and Invoicing by City of Los Angeles

**Table 1. Cost Allocation Formula.**

Agency	Acres <sup>(1)</sup>	Square miles	% of Area <sup>(2)</sup>
City of Los Angeles	67,053.44	104.77	81.32
Los Angeles County	3,928.91	6.14	4.77
City of Beverly Hills	3,630.38	5.67	4.40
City of Culver City	3,234.81	5.05	3.92
City of Inglewood	1,934.57	3.02	2.35
Caltrans	1,206.00	1.88	1.46
City of West Hollywood	1,201.43	1.88	1.46
City of Santa Monica	264.97	0.41	0.32
<b>Total</b>	<b>82,454.51</b>	<b>128.84</b>	<b>100.00</b>

<sup>(1)</sup> Land distribution data as defined by LARWQCB.

<sup>(2)</sup> Proportionality of cost-sharing by Regulated Entities is based on each Regulated Entity's % area of the total watershed area of 82,455 acres.

**Table 2. Estimated Costs for Monitoring Services and Project Administration and Management.**

Period	Monitoring Services	Project Administration and Management <sup>(3)</sup>	Total Estimated Cost
Through June 2010 <sup>(1)(2)</sup>	\$89,810.28	\$4,418.57	\$94,228.85
July 2010 – June 2011 <sup>(2)</sup>	\$87,533.16	\$4,376.66	\$91,909.82
July 2011 – June 2012 <sup>(2)</sup>	\$87,533.16	\$4,376.66	\$91,909.82
<b>Total</b>	<b>\$264,876.60</b>	<b>\$13,171.89</b>	<b>\$278,048.49</b>

<sup>(1)</sup> Includes the cost for June 2009, which was calculated by prorating the 1<sup>st</sup> year annual monitoring cost, excluding the one-time reporting fee, into a daily prorated cost. The daily prorated cost was then applied over the time from the start of the early monitoring period until June 30, 2009.

<sup>(2)</sup> Annual estimated cost for Monitoring Services, see Exhibit B. A one-time legal reporting fee of \$838.22 is added to the estimated costs for the period of July 2009 – June 2010.

<sup>(3)</sup> Not to exceed 5% of estimated cost of Monitoring Services as of July 2009.

**Table 3. Invoicing by City of Los Angeles to County of Los Angeles.**

Period	County of Los Angeles Share	Invoice Amount
Through June 2010	\$4,426.08	\$4,494.72 <sup>(1)</sup>
July 2010 – June 2011	\$4,384.10	\$4,384.10 <sup>(2)</sup>
July 2011 – June 2012	\$4,384.10	\$4,384.10 <sup>(2)</sup>
<b>Total</b>	<b>\$13,262.92</b>	<b>\$13,262.92</b>

<sup>(1)</sup> The first payment is due upon execution of this Agreement.

<sup>(2)</sup> For the period of July 2010 – June 2012, City of Los Angeles will invoice estimated annual cost in January of each year.

## EXHIBIT B

### Estimated Annual Costs for Ballona Creek Bacteria TMDL Monitoring

**Table B.1. Ballona Creek TMDL monitoring costs**

Item No.	Item Description	Item Cost
1a.	Routine cost per event; Eight (8) sampling sites Σ 3a - 3h	\$1,666.17 <sup>(1)</sup>
1b.	Annual routine cost; (52 x Item 1a.) + (12 x E*)	\$87,533.16
2	Accelerated Sample Analysis:	Summer/Winter Dry Weather: Will begin during effectiveness monitoring  Wet weather: Will begin after the 4 <sup>th</sup> year re-opener

(1) One-time set-up cost of \$838.22 for Legal Reporting (not included in Item1)

**Table B.2 Monitoring costs for different bacterial indicators**

*Costs		
A	Fecal Coliform (MF) <sup>(1)</sup>	\$54.69
B	Total Coliform/ <i>E. coli</i> (CS) <sup>(2)</sup>	\$44.76
C	Enterococcus (CS) <sup>(2)</sup>	\$39.80
D	WPD Sampling/Site	\$120.00
E	DSM Monthly Reporting	\$74.36

(1) Note: MF (Membrane Filtration)

(2) Note: CS (Chromogenic Substrate)

**Table B.3 Monitoring costs per station**

	Number of Samples	Site	Item Cost	*See Costs
3a.	1	BCB-1	\$174.69	A, D
3b.	1	BCB-2	\$219.45	A,B,D
3c.	1	BCB-3	\$219.45	A,B,D
3d.	1	BCB-4	\$219.45	A,B,D
3e.	1	BCB-5	\$219.45	A,B,D
3f.	1	BCB-6	\$204.56	B,C,D
3g.	1	BCB-7	\$204.56	B,C,D
3h.	1	BCB-8	\$204.56	B,C,D

**EXHIBIT C**  
**Ballona Creek Watershed**  
**Representatives of Agencies**

**Primary Agency:**

1. City of Los Angeles ("Primary agency")  
Watershed Protection Division  
1149 South Broadway Blvd.  
Los Angeles, CA 90015  
Mail Stop: 1149-756  
Party Representative: Hubertus Cox, Ph.D, P.E.  
[Hubertus.Cox@lacity.org](mailto:Hubertus.Cox@lacity.org)  
Phone No.: (213) 485-3984  
Fax: (213) 485-3939
2. Hyperion Treatment Plant, Environment Monitoring Division  
12000 Vista Del Mar  
Harry Pregerson Technical Support Facility  
Playa Del Rey, CA 90293  
Party Representative: Mas Dojiri, Environmental Monitoring Division  
[mas.dojiri@lacity.org](mailto:mas.dojiri@lacity.org)  
Fax: (310) 648-5731

**Responsible Agencies:**

1. County of Los Angeles, Watershed Management Division, 11<sup>th</sup> floor  
900 South Fremont Ave.  
Alhambra, CA 91803-1331  
Party Representative: Oliver Galang, P.E., Watershed Manager  
[Ogalang@dpw.lacounty.gov](mailto:Ogalang@dpw.lacounty.gov)  
Phone No.: (626) 458-4364  
Fax: (626) 457-1526
2. City of Beverly Hills  
455 North Rexford Drive  
Beverly Hill, CA 90210  
Party Representative: Josette Descalzo, Water Quality Specialist  
[jdescalzo@beverlyhills.org](mailto:jdescalzo@beverlyhills.org)  
Phone No.: (310) 285-2467  
Fax: (310) 285-2467
3. City of Culver City  
9770 Culver Blvd., 2<sup>nd</sup> Floor  
Culver City, CA 90232-0507

Party Representative: Damian Skinner, Environmental Programs and Operations Manager  
[Damian.Skinner@culvercity.org](mailto:Damian.Skinner@culvercity.org)  
Phone No.: (310) 253-6402 or (310) 253-6421  
Fax: (310) 253-5626

4. City of Inglewood  
Public Works Department  
1 Manchester Blvd.  
Inglewood, CA 90301  
Party Representative: Lauren Amimoto, Senior Administrative Analyst  
[lamimoto@cityofinglewood.org](mailto:lamimoto@cityofinglewood.org)  
Phone No.: (310) 412-5192  
Fax: (310) 412-5552
5. California Department of Transportation, District 07 (Caltrans)  
100 South Main Street, Suite 100, MS 13  
Los Angeles, CA 90012  
Party Representative: Bob Wu, Senior Transportation Engineer  
[robert\\_wu@dot.ca.gov](mailto:robert_wu@dot.ca.gov)  
Phone No.: (213) 897-8636  
Fax: (213) 897-0205
6. City of West Hollywood  
Department of Transportation and Public Works  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069-6216  
Party Representative: Susannah Turney, Environmental Programs Coordinator  
[sturney@weho.org](mailto:sturney@weho.org)  
Phone No.: (323) 848-6499  
Fax: (323) 848-6564
7. City of Santa Monica  
Environmental Programs Division  
200 Santa Monica Pier #K  
Santa Monica, CA 90401  
Party Representative: Neal Shapiro, Urban Runoff Management Coordinator  
[Neal.Shapiro@smgov.net](mailto:Neal.Shapiro@smgov.net), [www.santa-monica.org/environment](http://www.santa-monica.org/environment)  
Phone No.: (310) 458-8223  
Fax: (310) 393-1279

**ENCLOSURE B**

**Total Maximum Daily Load Coordinated Monitoring Plans  
List of TMDL Responsible Agencies**

Coordinated Monitoring Plan	Lead Jurisdiction	Interjurisdictional Group	Responsible Agencies
Marina del Rey Mothers' Beach and Back Basins Bacteria TMDL	County of Los Angeles	Marina del Rey	County of Los Angeles
			City of Los Angeles
			Culver City
			Caltrans
Ballona Creek Metals and Estuary Toxic Pollutants TMDLs	City of Los Angeles	Ballona Creek	City of Los Angeles
			County of Los Angeles
			Beverly Hills
			Culver City
Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL			Inglewood
			Caltrans
			West Hollywood
			Santa Monica

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